



**RETURN OFFERS TO:
RETOURNER LES OFFRES A:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, New Brunswick | Nouveau-Brunswick E3C 2M6

Email - courriel:
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REQUEST FOR STANDING OFFER

**DEMANDE D'OFFRES À
COMMANDES**

Offer to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Offre aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Building Automated Control and Delta Direct Digital Control Service and Repair at the Pacific Biological Station Nanaimo.		Date April 6, 2018
Solicitation No. – N° de l'invitation F5211-170762		
Client Reference No. - No. de référence du client F1744-170068		
Solicitation Closes – L'invitation prend fin At / à : 14:00 AST (Atlantic Standard Time) HNE (heure normale de l'Est) On / le : May 16, 2018		
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Nancy Paquette A/Senior Contracting Officer Fisheries and Oceans Canada DFOtenders-soumissionsMPO@DFO-MPO.GC.CA		
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

This Offer is for the provision of all labour, material, tools, supervision, and equipment to maintain, repair and upgrade the Delta Digital Control system at the Pacific Biological Station Nanaimo.

Work will be completed on an "as and when" required basis covering the 4 year period from offer award with one (1) additional option to extend the offer period by one year.

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA)."

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **SEVEN (7)** business days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

2.5 Optional Site Visit

It is recommended that the Offeror or a representative of the Offeror visit the work site. Arrangements have been made for the site visit to be held at the **Pacific Biological Station Nanaimo, 3190 Hammond Bay Road, Nanaimo B.C. V9T 6N7** on **April 25th 2018**. The site visit will begin at **10:00 AM PST in the Taylor Building Breezeway**.

Personnel security screening is required prior to gaining authorized access to sites. The Offeror's Company Security Officer (CSO) must ensure that their representative(s) hold a valid security clearance at the required level for the site visit. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.

Offerors must communicate with the Contracting Authority no later than **10:00 AM AST (Atlantic Time) two (2) days** prior to the scheduled visit to confirm attendance and provide the name(s) of the person(s) holding a valid security clearance at the required level, who will attend. Offerors who do not confirm attendance and who do not provide the name(s) of the person(s) who will attend as required will not be allowed access to the site.

Offerors will be requested to sign an attendance sheet. No alternative appointment will be given to Offerors who do not attend or do not send a representative. Offerors who do not participate in the visit will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer** (one (1) soft copy in PDF format)
- Section II: Financial Offer** (one (1) soft copy in PDF format)
- Section III: Certifications** (one (1) soft copy in PDF format)

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B- Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

1. The Offeror will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Standing Offer Agreement and Call-up, if applicable.
2. All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.
3. The Offeror will be paid for the actual hours worked at the firm hourly rates detailed below. The Offeror will be paid an initial half hour minimum charge calculated from the time the Offeror's technician arrives on-site. All additional chargeable time, over and above the first half hour, will be rounded to the nearest quarter hour.
4. Each item specified in the Unit Price Schedule includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
5. Unspecified Material & Equipment shall be reimbursed at net cost, as supported by invoices, plus Markup as established in the Price Schedule of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
6. The prices inserted in the Price Schedule of this Offer include all applicable federal, provincial, and municipal taxes.
 - a. However, they do not include any amount for the Goods and Services Tax Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the offer. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
 - b. Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
 - c. Pricing

The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:

- i. Labour including supervision, allowances and liability insurance;
- ii. Travel time;
- iii. Transportation/vehicle expenses;
- iv. Tools and tackle;
- v. Overhead and profit;
- vi. Any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.

NOTE: *in the case of error in the extension of prices, the unit price will govern. Canada may enter into an agreement without negotiation.*

CONTRACT YEAR ONE (From Contract award to March 31, 2019)						
#	DESCRIPTION: Class of Labour, material or plant		UNIT OF MEASURE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	During Regular Hours: 0800 - 1630 hours, Monday through Friday	Certified Technician	Per Hour	6000	\$_____	\$_____
		Trades Helper	Per Hour	2000	\$_____	\$_____
2.	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Certified Technician	Per Hour	48	\$_____	\$_____
		Trades Helper	Per Hour	48	\$_____	\$_____
3.	Emergency Firm Rates: Anytime as requested, on site within maximum of 1 hour from call.	Certified Technician	Per Hour	16	\$_____	\$_____
		Trades Helper	Per Hour	16	\$_____	\$_____
4.	Offeror's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$ 80,000.00 + 20 % markup =)				20%	\$ 96,000.00
5.	Offeror's Mark up on allowance for equipment rentals for other than basic shop and tradespersons tools. (\$ 5,000.00 + 20 % markup =)				20%	\$ 6,000.00
Subtotal for the Contract Year One						\$_____

CONTRACT YEAR TWO (From April 1, 2019 to March 31, 2020)						
#	DESCRIPTION: Class of Labour, material or plant		UNIT OF MEASURE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	During Regular Hours: 0800 - 1630 hours, Monday through Friday	Certified Technician	Per Hour	6000	\$_____	\$_____
		Trades Helper	Per Hour	2000	\$_____	\$_____
2.	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Certified Technician	Per Hour	48	\$_____	\$_____
		Trades Helper	Per Hour	48	\$_____	\$_____
3.	Emergency Firm Rates: Anytime as requested, on site within maximum of 1 hour from call.	Certified Technician	Per Hour	16	\$_____	\$_____
		Trades Helper	Per Hour	16	\$_____	\$_____
4.	Offeror's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$ 80,000.00 + 20 % markup =)				20%	\$ 96,000.00
5.	Offeror's Mark up on allowance for equipment rentals for other than basic shop and tradespersons tools. (\$ 5,000.00 + 20 % markup =)				20%	\$ 6,000.00
Subtotal for Contract Year Two						\$_____

CONTRACT YEAR THREE (From April 1, 2020 to March 31, 2021)						
#	DESCRIPTION: Class of Labour, material or plant		UNIT OF MEASURE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	During Regular Hours: 0800 - 1630 hours, Monday through Friday	Certified Technician	Per Hour	6000	\$_____	\$_____
		Trades Helper	Per Hour	2000	\$_____	\$_____
2	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Certified Technician	Per Hour	48	\$_____	\$_____
		Trades Helper	Per Hour	48	\$_____	\$_____
3	Emergency Firm Rates: Anytime as requested, on site within maximum of 1 hour from call.	Certified Technician	Per Hour	16	\$_____	\$_____
		Trades Helper	Per Hour	16	\$_____	\$_____
4	Offeror's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$ 80,000.00 + 20 % markup =)				20%	\$ 96,000.00
5	Offeror's Mark up on allowance for equipment rentals for other than basic shop and tradespersons tools. (\$ 5,000.00 + 20 % markup =)				20%	\$ 6,000.00
Subtotal for Contract Year Three						\$_____

CONTRACT YEAR FOUR (April 1, 2021 to March 31, 2022)						
#	DESCRIPTION: Class of Labour, material or plant		UNIT OF MEASURE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	During Regular Hours: 0800 - 1630 hours, Monday through Friday	Certified Technician	Per Hour	6000	\$_____	\$_____
		Trades Helper	Per Hour	2000	\$_____	\$_____
2	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Certified Technician	Per Hour	48	\$_____	\$_____
		Trades Helper	Per Hour	48	\$_____	\$_____
3	Emergency Firm Rates: Anytime as requested, on site within maximum of 1 hour from call.	Certified Technician	Per Hour	16	\$_____	\$_____
		Trades Helper	Per Hour	16	\$_____	\$_____
4	Offeror's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$ 80,000.00 + 20 % markup =)				20%	\$ 96,000.00
5	Offeror's Mark up on allowance for equipment rentals for other than basic shop and tradespersons tools. (\$ 5,000.00 + 20 % markup =)				20%	\$ 6,000.00
Subtotal for Contract Year Four						\$_____

OPTIONAL PERIOD YEAR ONE (From April 1, 2022 to March 31, 2023)						
#	DESCRIPTION: Class of Labour, material or plant		UNIT OF MEASURE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	During Regular Hours: 0800 - 1630 hours, Monday through Friday	Certified Technician	Per Hour	6000	\$_____	\$_____
		Trades Helper	Per Hour	2000	\$_____	\$_____
2	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Certified Technician	Per Hour	48	\$_____	\$_____
		Trades Helper	Per Hour	48	\$_____	\$_____
3	Emergency Firm Rates: Anytime as requested, on site within maximum of 1 hour from call.	Certified Technician	Per Hour	16	\$_____	\$_____
		Trades Helper	Per Hour	16	\$_____	\$_____
4	Offeror's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$ 80,000.00 + 20 % markup =)				20%	\$ 96,000.00
5	Offeror's Mark up on allowance for equipment rentals for other than basic shop and tradespersons tools. (\$ 5,000.00 + 20 % markup =)				20%	\$ 6,000.00
Subtotal for Optional Contract Period One						\$_____

EVALUATED PRICE:	
Subtotal of Contract Year One	\$_____
Subtotal of Contract Year Two	\$_____
Subtotal of Contract Year Three	\$_____
Subtotal of Contract Year Four	\$_____
Subtotal of Optional Contract Period One	\$_____
Total evaluated price:	\$_____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Attachment 1 to Part 4 for details.

4.1.2 Financial Evaluation

SACC *Manual* Clause [M0222T](#) (2016-01-28), Evaluation of Price

4.1.3 Evaluation of Price - Canadian / Foreign Bidders

SACC *Manual* Clause [A0222T](#) (2014-06-26) Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

ATTACHMENT 1 TO PART 4 - Evaluation Criteria

MANDATORY CRITERIA:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Offerors' proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The Offeror must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Meets Criteria (✓) <i>(DFO to fill out)</i>	Proposal Page No. <i>(To be filled out by Offeror)</i>
The Offeror			
M1	The Offeror must include a document detailing its planned approach in order to meet the level of service within the timeframes outlined in Annex A Statement of Work		
M2	The Offeror must provide evidence to demonstrate from Proprietary Rights Holder (Delta Controls Ltd.) of authorization to service and repair Delta Control system equipment. <i>* Evidence is considered a signed authorization letter from the Proprietary Rights Holder</i>		
M3	The Offeror must provide evidence of five (5) recent cumulative years' experience and past performance in repair and maintenance services for Digital Control Systems by referencing similar projects/contracts/offer agreements. <ul style="list-style-type: none"> • Recent experience is defined as experience gained from September 2008 up to and including the solicitation closing date. • Similar is defined as a comprehensive maintenance service on large facilities equipment. The Offeror must provide: <ul style="list-style-type: none"> • Name of the organization; • Brief Description of work performed; • Day/Month/Year when the services were provided; • Contact and Phone # of the contact. 		
M4	The Offeror must be in possession of the required certifications indicated below. It is mandatory that valid copies of the certifications be submitted with the proposal. If not included with the proposal, the bid will be deemed non-responsive. <ul style="list-style-type: none"> • WHMIS • The provincial workers compensation board 		

The Proposed Resources

The Offeror must provide the following information for one primary and one back-up resource. The Offeror's proposal must include a complete résumé of the proposed resources which will support the skills/expertise being requested / offered.

M5	<p>The proposed resources must be in possession of the required certifications indicated below. It is mandatory that valid copies of the required certifications for each proposed employee be submitted with the proposal. If not included with the proposal, the bid will be deemed non-responsive.</p> <ul style="list-style-type: none"> • A red seal industrial electrician certification and/or, • Have completed a course of study with diploma/certification/qualification as Industrial Instrumentation & Process Control Technician from a recognized educational institution and/or, • A combination of both. <p>Note: If an apprentice electrician is proposed, they must work under the direct supervision of a journeyman red seal electrician.</p>		
M6	<p>The Offeror must provide evidence to demonstrate that the service personnel proposed to perform maintenance of Digital Control System equipment have five (5) recent years' experience and past performance by referencing similar projects/contracts the service personnel have performed satisfactorily.</p> <ul style="list-style-type: none"> • Recent experience is defined as experience gained from September 2008 up to and including the solicitation closing date. • Similar is defined as a comprehensive maintenance service on Digital Control System equipment. <p>The Offeror must provide:</p> <ul style="list-style-type: none"> • Name of the organization; • Brief Description of work performed; • Day/Month/Year when the services were provided; • Contact and Phone # of the contact. 		

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2 Additional Certifications Required with the Offer

5.2.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c.F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES () NO ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Signature

Date

5.3 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.3.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.3.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.3.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.3.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

Signature

Date

5.3.3.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

Signature

Date

5.3.3.3 Offeror's Representative

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

5.3.3.4 Supplementary Offeror Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Offeror hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Offeror:

- a)** The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

- b)** The status of the offeror (individual, unincorporated business, corporation or partnership:

- c)** For individuals and unincorporated businesses, the offeror's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

- d)** For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. At the Request for Standing Offers closing date, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b. Industrial Security Manual (Latest Edition).

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a **semi-annual** basis to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- Report 1: April 1 to September 30;
- Report 2: October 1 to March 31;

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer award to March 31, 2022, with 1 option to extend the Standing Offer, each for an additional one year period.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **one (1) one (1) year period**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **fifteen (15)** business days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nancy Paquette
 Title: A/Senior Contracting Officer
 Department: Fisheries and Oceans Canada
 Address: 301 Bishop Drive, Fredericton, New Brunswick, E3C 2M6
 E-mail address: DFOtenders-soumissionsMPO@DFO-MPO.GC.CA

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada.

7.8 Call-up Procedures

7.8.1 Any call-up for Work against this Standing Offer will be processed as follows:

7.8.1.1 The Project Authority will provide the Offeror with the following information:

- i. the description of the services required and the location coordinates;
- ii. the schedule deemed acceptable by the identified User, if applicable.

7.8.1.2 The cost per service call will be established in accordance with the Basis of Payment, attached hereto as Annex "B"

7.8.1.3 The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. The Offeror shall not commence any work until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.

7.8.2 A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form a Purchase Order Form.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer processed by the Project Authority must not exceed \$ 60,000.00 (Applicable taxes included).

Individual call-ups against the Standing Offer exceeding \$ 60,000.00 (Applicable taxes included) will be processed by the Standing Offer Authority up to the financial limitation.

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$ 1,600,000.00 (Applicable Taxes excluded)** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;

- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- e) the general conditions 2010C (2016-04-04) ; General Conditions - Services (Medium Complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment (*if applicable*);
- h) Annex C, Security Requirements Check List;
- i) Annex D, Insurance Requirements;
- j) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.13.3 Status and Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.13.4 Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

7.13.5 Trade Qualifications

Trade Qualifications The Contractor must use qualified, certified (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Inspection Authority may request to view and record details of the certification and/or qualifications held by the Contractors tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

7.15 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.16 SACC Manual Clauses

SACC Manual clause [A0285C](#) (2007-05-25) Workers Compensation
SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations
SACC Manual clause [A9019C](#) (2011-05-16) Hazardous Waste Disposal
SACC Manual clause [D3014C](#) (2007-11-30) Transportation of Dangerous Goods/Hazardous Products
SACC Manual clause [D3015C](#) (2014-09-25) Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 - Interest on Overdue Accounts, of [2010C](#) (2015-09-03), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

7.3.1.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

7.5.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex B *for a cost of \$ _____ (insert the amount at contract award)*. Customs duties are included and Applicable Taxes are extra.

7.5.1.2 Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(insert the amount at contract award)*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in

Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.5.4 SACC Manual Clauses

SACC Manual Clause C2000C (2007-11-30) Taxes - Foreign-based Contractor

7.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

7.6 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
- (b) Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.
- (c) The Contractor must provide the original of each invoice to the Project Authority and a copy must be emailed to DFO Accounts Payable, at the email address indicated below;

Email: DFO.invoicing-MPO.facturation@canada.ca

And indicate the AP coder: **(to be named at Standing Offer award)**

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

ANNEX "A" STATEMENT OF WORK

1.0 TITLE

Standing Offer for Building Automated Control and Delta Direct Digital Control Service and Repair at the Pacific Biological Station Nanaimo.

2.0 OBJECTIVES

- 2.1 To provide the full range of optimization, programming, repair, and service of control system components and systems.
- 2.2 To ensure that the most efficient and reliable operation of the Delta Digital Control (DDC) is maintained to meet program and building system requirements.

3.0 BACKGROUND

The Pacific Biological Station is a renowned centre for scientific research encompassing several facilities including laboratories, aquaculture buildings, cold rooms, computer networks, ammonia chiller plant, library, and warehouse spaces. The complex is situated on a 14 acre site with primary office facilities consisting of an 1828 m² four storey building and a 935 m² three storey building. The site also has a four storey 5714 m² laboratory wing and separate single storey 650 m² aquaculture building. Subsidiary buildings include a salt water pump house supplying research sea water at flows up to 600 GPM, an ammonia chiller plant building, and out buildings of 13,234 m² total area. Refrigeration facilities include an industrial 816kW ammonia chiller plant, walk-in freezer storage rooms, cold rooms, ultra-cold freezers, and commercial refrigerators. Air conditioning units are primarily air source heat pumps and multiple roof top units. All building HVAC and program process systems are controlled and monitored by a proprietary Delta DDC system. This proprietary system is solely serviced by a service provider authorized by Delta Controls Ltd. The DDC system consists of control panels, processors, displays, actuators, Building Automated Control Network (BACNET), programming, and various sensors. All Delta DDC components work within an automated network to monitor and adjust building ventilation and heating systems, ammonia refrigeration systems, and process systems for science programs.

4.0 SCOPE

4.1 Introduction

The period for making call-ups against the Standing Offer is from date of Standing Offer to March 31, 2022, with 1 option to extend the Standing Offer, each for an additional one year period.

Work will be completed on an "as and when" required basis covering the 4 year period from offer award with one (1) additional option to extend the offer period by one year each.

4.2 Tasks, Activities, Deliverables and Milestones

The offeror will ensure all systems are functional and optimally controlled for energy conservation and operated by use of graphical interfaces. Graphic representations of system operations and programming of software will be the offeror's responsibility and forms part of the maintenance requirement under this scope of work. Periodic software and system component upgrades will also be required.

The offeror's work time is during normal working hours 0800 to 1630 Monday to Friday except Statutory holidays unless otherwise requested by the Technical Authority or his representative. This site requires a response time of no greater than 1 hour for emergency calls and 48 hours maximum for normal/routine service calls except as specifically waived in writing by the Technical Authority or his representative.

The offeror must maintain a telephone (manned continuously) during ordinary working hours (0800 to 1630) Monday to Friday. The offeror must also provide an emergency telephone number (or numbers). Use of paging devices is acceptable; however, if undue delays develop in response time to calls, the use of paging devices is to be discontinued.

On completion of work in each area, all surplus material, tools, and equipment is to be removed and the site left in a clean and tidy condition to the satisfaction of the Technical Authority or his representative. The offeror must advise the Technical Authority or his representative of all completed work within 24 hours of completion. All work is to be performed when scheduled and must receive prior approval of the Technical Authority or his representative.

In all cases except emergency calls, written estimate of labour and materials is to be provided to the Technical Authority or his representative before work is commenced.

If call-back is required to make good deficiencies, it must be of no cost to the crown. This scope includes the requirement for a service technician to provide two specific site visits annually to review the DDC system programming and operation. Under direction of the Technical Authority or his representative, the offeror will focus on issues of concern regarding the DDC system. Each scheduled visit will be a minimum of 16 hours duration. The services will be scheduled in advance. On the semi-annual site visits the offeror will perform the following special service tasks:

- Comprehensive DDC review and inspections to verify satisfactory HVAC performance in each of the buildings;
- Review overall system operation and correct deficiencies noted during review;
- Ensure DDC panel databases are backed up and saved on-site as well as maintaining an off-site copy of graphics and databases;
- Check all DDC panels for proper operation and replace batteries where necessary;
- End to end checks of analogue outputs, dampers, and valves. Exercise control loops and checks of all other inputs and outputs;
- Calibration of VAV flow sensors;
- Review of alarm conditions and adjustments to maximize the effectiveness of alarms and operators;
- Check for HVAC problems and provide recommendations for effectiveness of operation and alarm settings;
- Recommend energy saving procedures and adjustments and implement when authorized. e.g. review all thermostat daily, weekly, and holiday setbacks;
- Review irregularities noted by operators and recommend corrective actions;
- Log all manual set points, review and where necessary revert to automatic operation;
- Calibrate inputs as required.

4.3 Project Management Control Procedures

The individual identified in the call-up as the Technical Authority shall ensure that no work is performed without prior authorization. Where possible, advance work shall be scheduled with a quote provided and a call-up issued. All offeror service orders must be signed off by the Technical Authority or his representative when completed.

4.4 Change Management Procedures

Changes in scope will be completed upon written agreement of the offeror and the Technical Authority subject to call up limitations and provisions. Any changes to the Agreement will be made in writing as demonstrated through an Amendment issued by the Standing Offer Authority.

4.5 Ownership of Intellectual Property

The offeror will retain IP ownership of the system, components, and software directly related to the Delta Digital Control network.

4.6 Mandatory Requirements

4.6.1 Response Time

Offeror shall be available for call outs 24 hours per day, 7 days per week, 365 days a year for:

- a) Emergencies / within 1 hour of call out
- b) Standard Call Outs / within 4 hours of call out

4.6.2 Authorized Delta Control System Service Offeror

Offeror must provide proof from Proprietary Rights Holder (Delta Controls Ltd.) of authorization to service the Delta Control system.

4.6.3 Site Safety Orientation

The Offeror shall at their own expense, ensure offeror resources working on this offer and any resulting contract attend a site safety presentation provided by the Department.

4.6.4 Certifications

The Offeror's resources must be in possession of the required certifications indicated below. It is mandatory that valid copies of the required certifications throughout the life of the Offer.

- Have a red seal industrial electrician certification and/or,
- Have completed a course of study with diploma/certification/qualification as Industrial Instrumentation & Process Control Technician from a recognized educational institution and/or,
- A combination of both.

Apprentices employed by the Offeror must be fully registered in a Tradesman Program related to the services outlined herein. Apprentices must work, at any time, under the direction of a Journeyman Red Seal Electrician. Canada reserves the right to request proof of registration in a Tradesman Program at any time during the term of the contract.

4.7 Other Terms and Conditions of the SOW

4.7.1 Authorities

Technical direction shall be the responsibility of the Site Authority, to be identified at offer award or designate.

Site authority shall have the following rights:

- a. authority to decide whether the work has been performed to level of quality specified;
- b. authority to question, accept or reject the quality of any labour, and/or material used in the execution of the work; and
- c. authority to define the offeror's area of responsibilities within the resulting call-up.

4.7.2 DFO Support

- a. provide offeror's resources with a mandatory site safety orientation prior to working at the site for the first time.
- b. Provide offeror reasonable access to the site to facilitate the work.

4.7.3 Offeror's Obligations

- a. The offeror shall maintain a means of contact, i.e. telephone, cell phone, or pager (if available) during normal working hours (0800 to 1630 Monday to Friday) and provide emergency contact outside normal working hours.
- b. The facilities, workshops, labs, and offices at the Pacific Biological Station (PBS) fall under the supervision of specific individuals.
- c. Regardless of who hired the Offeror, if the Offeror is operating within any area of the facility for a short term project or on an on-going basis, the Technical Authority has a right and a responsibility to ensure that the Offeror is familiar with the equipment and associated hazards in the work area. If the Offeror cannot prove that he/she is qualified to operate equipment or machinery, or shows a lack of diligence towards hazards and other employees, the Technical Authority can deny access until the Offeror shows that the requirements for qualifications and diligence are met.
- d. Due diligence: The Offeror must take all the precautions that a reasonable and prudent person would take in the circumstances to protect the well-being of employees or co-workers and the environment. This is interpreted to mean that, to meet the standard of due diligence, all precautions must be taken that are reasonable in the circumstances so that work can be conducted in a healthy and environmental safe manner.
- e. Movement around the site is subject to the following restrictions:
 - i. strict adherence to security and safety regulations as laid down by DFO;
 - ii. strict compliance with all smoking restrictions;
 - iii. strict observance of posted speed limits;
 - iv. damage caused through lack of care or observance of fire and safety measures by the offeror's employees will be assessed against the offeror;
 - v. parking of vehicles shall be as directed by the site authority;
 - vi. offeror shall be familiar with fire safety regulations and shall meet with the site authority prior to initial work on this standing offer to ensure knowledge of procedures and regulations; and
 - vii. The offeror shall make the necessary arrangements at no cost to DFO for its resources to attend a mandatory site safety orientation prior to working at the site for the first time.

4.7.4 Codes and Standards

Perform work in accordance with Workers Compensation Board of British Columbia, and any other code of federal, provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.

4.7.5 General Safety

- a. The following are abbreviated safety directives and do not supersede or replace the requirements of the offer documents:
 - i. Observe and enforce construction safety measures required by Federal Treasury Board regulations, Provincial Government,

Worker's Compensation Board of BC and municipal statutes and authorities;

- ii. In the event of conflict between any provisions of above authorities the most stringent provision will apply; and
- iii. Comply with site specific policies and procedures applicable to the project.

4.7.6 Hazardous Occurrences and Incident Reporting (HOIR)

All Hazardous Occurrences and Incidents at the Pacific Biological Station (PBS) must be reported to the Technical Authority who will ensure the HSE Coordinator is informed. It is required for PBS to track all HOIRs that occur at the facility regardless of the authority having jurisdiction. Offerors who occupy or are working on facility property will submit copies of HOIRs to their offer authority who will forward them to the HSE Coordinator (to be recorded and held on site). Offerors are responsible for WCB reporting and claims management with no impact on the offer authority or Fisheries & Oceans Canada.

4.7.7 Fire Safety

Comply with requirements of "Fire Orders" portion of the Emergency Preparedness Procedures at the Pacific Biological Station. Contact the Technical Authority for a copy of this Standard / Procedure.

4.7.8 Spill Response Plan

Offerors are required to familiarize themselves with the Spill Response Plan. Contact the Technical Authority for a copy of this Standard / Procedure.

4.7.9 Emergency Preparedness

Offerors are to familiarize themselves with the Emergency Preparedness Standard/ Procedure 3.6-2. A copy of this Standard / Procedure will be provided at the site safety orientation when offer is awarded.

4.7.10 WHMIS

Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.

A listing of dangerous goods must be posted on-site in the event of an incident.

Deliver copies of WHMIS data sheets (MSDS) to Offer Authority on delivery of materials. If requested, provide copies to the HSE Coordinator upon demand.

4.7.11 Location of Work, Work site and Delivery Point

Due to existing workload and deadlines, all personnel assigned must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel. The work will occur at the Pacific Biological Station site with supplemental access from the offeror's facility through secure internet connection.

4.8 Security Requirements

4.8.1 Security Clearance

- a. The offeror shall, on request of the Departmental Representative, provide, and cause all persons employed in the premises to execute the Services to

provide, personal data for security clearance purposes. The security clearance procedure may include fingerprinting.

- b. The Offeror shall also provide to the Departmental Representative, on a quarterly basis, updated and accurate list of its employees requiring access to the premises. Such lists shall be in the form stipulated by the Departmental Representative. In the event the Offeror fails to comply with this subsection, Canada shall have the right to withhold payment from the Offeror of any of the offer amounts, until there is such compliance.
- c. Notwithstanding the result or status of any security screening with respect to the Offeror's employees, the Offeror shall, upon demand of the Departmental Representative, remove from the premises, for security reasons, any of its employees.
- d. Canada shall not be responsible for any cost to the Offeror of any kind or nature, which may arise from the exercise of the rights of Canada or the Departmental Representative.

4.9 Travel and Living

Canada will not be reimbursing any expenses related to travel and living as part of this requirement.

4.10 Language of Work

The working language of work shall be English

5.0 Statement of Work Glossary

5.1 Relevant Terms, Acronyms and Glossaries

In the Offer, the

"Departmental Representative" is interchangeable with **"Technical Authority"** and means any person authorized by the Minister for the purpose of any offer resulting from a Call-up against this Standing Offer.

"Technical Authority" means such person as may be specifically designated by or on behalf of the Minister upon the award of this offer and includes a person specially authorized by the Technical Authority to act on his behalf.

"Offering Authority" is the person responsible for the establishment of the Standing Offer, its administration, and any offeral issues relating to individual call-ups.

"Minister" includes a person acting for, or if the office is vacant, in place of the Minister and his successors in the office, and his or their lawful deputy and any of his or their representatives appointed for the purpose of the offer.

"Canada", "Crown", or "Her Majesty" means Her Majesty the Queen in right of Canada;

"Call-up" means the action of calling up against the Standing Offer as confirmed by a DFO Purchase Order form, duly signed and issued by the Departmental Representative and accepted by the Offeror.

"person" includes, unless there is an express stipulation in the offer to the contrary, any partnership, proprietorship, firm, joint venture, consortium, corporation.

"herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Offer as a whole and not to any particular subdivision or part thereof.

"material" includes all materials, commodities, articles and things required to be furnished under the Offer for incorporation in the Work.

"plant" includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment, articles and things required for the execution of the Work.

"subofferor" means a person, firm or corporation to whom or to which the Offeror has, pursuant to the General Conditions and with the consent of the Technical Authority, suboffered the whole or any portion of the Work.

"Site Authority" is also the **"Technical Authority"** and means the RPSS departmental representative or engineer on shift.

"Work" includes the whole of the works, materials, matters and things required to be done, furnished and performed by the Offeror under the Offer.

ANNEX "B" BASIS OF PAYMENT

1. The Offeror will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Standing Offer Agreement and Call-up, if applicable.
 2. All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.
 3. The Offeror will be paid for the actual hours worked at the firm hourly rates detailed below. The Offeror will be paid an initial half hour minimum charge calculated from the time the Offeror's technician arrives on-site. All additional chargeable time, over and above the first half hour, will be rounded to the nearest quarter hour.
 4. Each item specified in the Unit Price Schedule includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
 5. Unspecified Material & Equipment shall be reimbursed at net cost, as supported by invoices, plus Markup as established in the Price Schedule of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
 6. The prices inserted in the Price Schedule of this Offer include all applicable federal, provincial, and municipal taxes.
 - c. However, they do not include any amount for the Goods and Services Tax Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the offer. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
 - d. Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
- c. Pricing
- The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
- i. Labour including supervision, allowances and liability insurance;
 - ii. Travel time;
 - iii. Transportation/vehicle expenses;
 - iv. Tools and tackle;
 - v. Overhead and profit;
 - vi. Any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.

NOTE: *in the case of error in the extension of prices, the unit price will govern. Canada may enter into an agreement without negotiation.*

CONTRAT YEAR ONE (From Contract award to March 31, 2019)						
#	DESCRIPTION: Class of Labour, material or plant		UNIT OF MEASURE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	During Regular Hours: 0800 - 1630 hours, Monday through Friday	Certified Technician	Per Hour	6000	\$_____	\$_____
		Trades Helper	Per Hour	2000	\$_____	\$_____
2.	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Certified Technician	Per Hour	48	\$_____	\$_____
		Trades Helper	Per Hour	48	\$_____	\$_____
3.	Emergency Firm Rates: Anytime as requested, on site within _____ maximum of 1 hour from call.	Certified Technician	Per Hour	16	\$_____	\$_____
		Trades Helper	Per Hour	16	\$_____	\$_____
4.	Offeror's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$ 80,000.00 + 20 % markup =)				20%	\$ 96,000.00
5.	Offeror's Mark up on allowance for equipment rentals for other than basic shop and tradespersons tools. (\$ 5,000.00 + 20 % markup =)				20%	\$ 6,000.00
Subtotal for the Contract Year One						\$_____

CONTRACT YEAR TWO (From April 1, 2019 to March 31, 2020)						
#	DESCRIPTION: Class of Labour, material or plant		UNIT OF MEASURE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	During Regular Hours: 0800 - 1630 hours, Monday through Friday	Certified Technician	Per Hour	6000	\$_____	\$_____
		Trades Helper	Per Hour	2000	\$_____	\$_____
2.	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Certified Technician	Per Hour	48	\$_____	\$_____
		Trades Helper	Per Hour	48	\$_____	\$_____
3.	Emergency Firm Rates: Anytime as requested, on site within _____ maximum of 1 hour from call.	Certified Technician	Per Hour	16	\$_____	\$_____
		Trades Helper	Per Hour	16	\$_____	\$_____
4.	Offeror's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$ 80,000.00 + 20 % markup =)				20%	\$ 96,000.00
5.	Offeror's Mark up on allowance for equipment rentals for other than basic shop and tradespersons tools. (\$ 5,000.00 + 20 % markup =)				20%	\$ 6,000.00
Subtotal for Contract Year Two						\$_____

CONTRACT YEAR THREE (From April 1, 2020 to March 31, 2021)						
#	DESCRIPTION: Class of Labour, material or plant		UNIT OF MEASURE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	During Regular Hours: 0800 - 1630 hours, Monday through Friday	Certified Technician	Per Hour	6000	\$ _____	\$ _____
		Trades Helper	Per Hour	2000	\$ _____	\$ _____
2	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Certified Technician	Per Hour	48	\$ _____	\$ _____
		Trades Helper	Per Hour	48	\$ _____	\$ _____
3	Emergency Firm Rates: Anytime as requested, on site within _____ maximum of 1 hour from call.	Certified Technician	Per Hour	16	\$ _____	\$ _____
		Trades Helper	Per Hour	16	\$ _____	\$ _____
4	Offeror's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$ 80,000.00 + 20 % markup =)				20%	\$ 96,000.00
5	Offeror's Mark up on allowance for equipment rentals for other than basic shop and tradespersons tools. (\$ 5,000.00 + 20 % markup =)				20%	\$ 6,000.00
Subtotal for Contract Year Three						\$ _____

CONTRACT YEAR FOUR (From April 1, 2021 to March 31, 2022)						
#	DESCRIPTION: Class of Labour, material or plant		UNIT OF MEASURE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	During Regular Hours: 0800 - 1630 hours, Monday through Friday	Certified Technician	Per Hour	6000	\$ _____	\$ _____
		Trades Helper	Per Hour	2000	\$ _____	\$ _____
2	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Certified Technician	Per Hour	48	\$ _____	\$ _____
		Trades Helper	Per Hour	48	\$ _____	\$ _____
3	Emergency Firm Rates: Anytime as requested, on site within _____ maximum of 1 hour from call.	Certified Technician	Per Hour	16	\$ _____	\$ _____
		Trades Helper	Per Hour	16	\$ _____	\$ _____
4	Offeror's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$ 80,000.00 + 20 % markup =)				20%	\$ 96,000.00
5	Offeror's Mark up on allowance for equipment rentals for other than basic shop and tradespersons tools. (\$ 5,000.00 + 20 % markup =)				20%	\$ 6,000.00
Subtotal for Contract Year Four						\$ _____

OPTIONAL CONTRACT PERIOD ONE (From April 1, 2022 to March 31, 2023)						
#	DESCRIPTION: Class of Labour, material or plant		UNIT OF MEASURE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	During Regular Hours: 0800 - 1630 hours, Monday through Friday	Certified Technician	Per Hour	6000	\$_____	\$_____
		Trades Helper	Per Hour	2000	\$_____	\$_____
2	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Certified Technician	Per Hour	48	\$_____	\$_____
		Trades Helper	Per Hour	48	\$_____	\$_____
3	Emergency Firm Rates: Anytime as requested, on site within _____ maximum of 1 hour from call.	Certified Technician	Per Hour	16	\$_____	\$_____
		Trades Helper	Per Hour	16	\$_____	\$_____
4	Offeror's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$ 80,000.00 + 20 % markup =)				20%	\$ 96,000.00
5	Offeror's Mark up on allowance for equipment rentals for other than basic shop and tradespersons tools. (\$ 5,000.00 + 20 % markup =)				20%	\$ 6,000.00
Subtotal for Optional Contract Period One						\$_____

ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

RECEIVED
JAN 31 2018

Contract Number / Numéro du contrat
F5211-170762

Security Classification / Classification de sécurité
UNCLAS

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Fisheries & Oceans Canada		2. Branch or Directorate / Direction générale ou Direction HRCS/RPSS
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work - Brève description du travail STANDING OFFER FOR BUILDING AUTOMATED CONTROL AND DIRECT DIGITAL CONTROL SERVICE, REPAIR, AND MAINTENANCE AT THE PACIFIC BIOLOGICAL STATION NANAIMO		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
UNCLAS



TBS/SCT 350-103 (2004/12)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat F5211-170762
Security Classification / Classification de sécurité UNCLAS

PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis <input checked="" type="checkbox"/> RELIABILITY STATUS / COTE DE FIABILITÉ <input type="checkbox"/> TOP SECRET - SIGINT / TRÈS SECRET - SIGINT <input type="checkbox"/> SITE ACCESS / ACCÈS AUX EMPLACEMENTS <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET Special comments: Commentaires spéciaux : _____ NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui

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Security Classification / Classification de sécurité
UNCLAS



Contract Number / Numéro du contrat F5211-170762
Security Classification / Classification de sécurité UNCLAS

PART C (continued) / PARTIE C (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusure Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret	
											A	B	C				
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

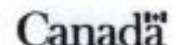
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité UNCLAS



**ANNEX "C-1" PERSONNEL IDENTIFICATION FORM (PIF)
DEPARTMENT OF FISHERIES AND OCEANS CANADA**

Standing Offer Number:	# F5211-170762
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PROJECT TITLE: Standing Offer for Building Automated Control and Delta Direct Digital Control Service and Repair at the Pacific Biological Station Nanaimo.

Company Name:	
Address:	
Telephone number:	
Fax number:	
PWGSC file or Certificate #:	

Professional Services (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

Contractor's Authorized Signatory (Offeror) : _____

Date: _____

(For Official Use)

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
Document Safeguarding Capability			

**For Use at Fisheries and Oceans Canada
Authorization of Contracting Security Authority**

- I approve
 I do not approve based on:

Contracting Security Authority: _____

Date: _____

ANNEX "D" INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX "E" STANDING OFFER REPORT

Date of the call-up	Project Authority	Items acquired/services provided	Work completion date	Quantity	Price	Total

ANNEX “F” to PART 3 OF THE REQUEST FOR STANDING OFFERS ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);

ANNEX “G” “to PART 5 OF THE REQUEST FOR STANDING OFFERS FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror’s certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour’s](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
 - A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

OR

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)